Met Electrical Testing Company, Inc., a Subsidiary of Pepco Services, Inc. *and* International Brotherhood of Electrical Workers, Local Union No. 5, AFL–CIO, CLC, Petitioner. Case 6–RC–11643

July 27, 2000

DECISION ON REVIEW AND ORDER

BY CHAIRMAN TRUESDALE AND MEMBERS FOX AND BRAME

On March 4, 1999, the Regional Director for Region 6 issued a Decision and Direction of Election (relevant portions are attached as an appendix) finding appropriate the petitioned-for unit of field employees at the Employer's Cranberry, Pennsylvania facility.

Thereafter, in accordance with Section 102.67 of the Rules and Regulations, the Employer filed a timely request for review of the Regional Director's decision. The Employer contended, inter alia, that the Regional Director departed from established Board precedent when he found that the petitioned-for single-facility location was appropriate despite a history of bargaining on a multilocation basis. By order dated March 31, 1999, the Board granted the request for review. The Petitioner and the Employer filed briefs on review.

The Board has delegated its authority in this proceeding to a three-member panel.

Having carefully considered the entire record in this proceeding, including the briefs on review, we find, contrary to the Regional Director, that no compelling circumstances exist warranting disturbing the established multilocation bargaining history. The petition, therefore, is dismissed.

The Employer is a high voltage electrical equipment testing contractor with its headquarters office in Baltimore, Maryland, and branch offices in Cranberry, Pennsylvania, and Virginia Beach, Virginia. In December 1998, the Employer purchased the assets of Met Electrical Testing Company, Inc. (Met Electrical) and hired all its employees, becoming its successor. The Regional Director found, and the Employer does not dispute, that there has been a long history of collective bargaining between the predecessor employer and the Petitioner and International Brotherhood of Electrical Workers Local 24 (Local 24) on a multilocation, multiunion basis. Met Electrical recognized Local 24 in the early 1980s and the Petitioner in 1987, by which time all three facilities were in existence. Met Electrical was party to a series of collective-bargaining agreements, first with Local 24, then with the Petitioner, Local 24, and IBEW Local 712 from 1990–1993, and finally with the Petitioner and Local 24 from 1993–1996 and 1996–1999. The language of the 1993 and 1996 collective-bargaining agreements clearly evidence that the parties intended joint-representative, multilocation agreements.[1] Further actions of the parties also evidence this intent.[2]

The Board normally will not disturb an historical, multilocation unit absent compelling circumstances. *Trident Seafoods*, 318 NLRB 738 (1995), enfd. 101 F.3d 111 (D.C. Cir. 1996). The party challenging an historical unit bears the burden of showing that the unit is no longer appropriate. Id. This evidentiary burden is a heavy one. See, e.g., *P. J. Dick Contracting*, 290 NLRB 150, 151 (1988). The Board has applied these principles not only to decertification petitions,[3] but to representation petitions as well.[4] In balancing the goals of employee free choice and bargaining stability, the Board has determined that even a 1-year bargaining history on a multiplant basis can be sufficient to bar a petition seeking an election in a segment of that unit. See *Arrow Uniform Rental*, 300 NLRB 246 (1990); see also *West Lawrence Care Center*, 305 NLRB 212, 216–217 (1991). The fact that the instant case involves a successor employer does not warrant a different result. *Trident Seafoods*, 318 NLRB at 738, citing *Indianapolis Mack Sales & Service*, 288 NLRB 1123, 1127 (1988).

We find that none of the factors relied on by the Regional Director—a desire by one party to alter the historical multilocation unit; a showing of interest for a single-facility by those facility's employees; varied bargaining history; or differences in degree among the employees' community of interest (geographical separation, local autonomy, and limited interaction)—constitute "compelling circumstances" that would warrant disturbing the parties' historical, multiplant unit. *Gibbs & Cox*, 280 NLRB 953, 955 (1986), dismissed as moot 904 F.2d 214 (4th Cir. 1990); *Anheuser-Busch*, 246 NLRB at 29; *Trident Seafoods*, 318 NLRB at 739; *Owens-Illinois Glass Co*., 108 NLRB at 948, 950; and *Arrow Uniform Rental*, 300 NLRB at 248–249.

We find no reason to stray from the above precedents because one of the incumbent unions, rather than the Employer, seeks to disturb the historical, multiplant bargaining unit. *Crown Zellerbach*, 246 NLRB 202 (1979), relied on by the Regional Director, is distinguishable. There, the Board found a single-facility unit appropriate

[1] Although the recognition clauses in the collective-bargaining agreements do not specifically set forth the unit, Met Electrical agreed in the contracts to recognize the signatory Local Unions (Local 24 and the Petitioner) as the sole and exclusive bargaining agent for all their employees performing work within the jurisdiction of the IBEW; the agreements refer to employees in *the* bargaining *unit* (in singular form); and the agreements contain a single signature page for Met Electrical and the Locals.

[2] See the Regional Director's discussion of the UD petition (at fn. 11 of his decision) and of the Petitioner's position at the hearing (at fn. 16 of the Regional Director's decision) that, if the petitioned-for unit was not appropriate, the Petitioner wished to continue as one of the two representatives in the three-location unit.

[3] *Mo's West*, 283 NLRB 130 (1987); and *Campbell Soup Co.*, 111 NLRB 234 (1955).

[4] *Anheuser-Busch, Inc.*, 246 NLRB 29, 32 (1979); and *Owen-Illinois Glass Co.*, 108 NLRB 947 (1954).

despite bargaining history on a multifacility basis where *all* parties to the historical relationship sought to establish a separate unit. Here, the Employer opposes the Petitioner's attempt to change the historical multilocation unit. *Crown Zellerbach*, therefore, does not support disturbing the historical unit.

Accordingly, we conclude, contrary to the Regional Director, that no compelling circumstances exist which warrant disturbing the historical, multilocation bargaining unit.

ORDER

The Regional Director's Decision and Direction of Election is reversed, and the petition is dismissed.

APPENDIX

DECISION AND DIRECTION OF ELECTION

The Petitioner seeks to represent in a single unit all senior field engineers, field engineers, test technicians, and test assistants[4] employed by the Employer at its Cranberry, Pennsylvania facility;[5] excluding office clerical employees and guards, professional employees, and supervisors as defined in the Act, and all other employees including field employees employed by the Employer at its Baltimore or Columbia, Maryland facility, and at its Virginia Beach, Virginia facility. The Employer, contrary to the Petitioner, moves to dismiss the petition on the ground that only an employerwide, multilocation unit of field employees employed at Cranberry, Baltimore, and Virginia Beach (the overall unit) is appropriate in view of the long history of collective bargaining which the Employer alleges existed between the predecessor Employer of the field employees, Met Electrical Testing Company, Inc. (Met Electrical), and the Petitioner, and IBEW Local 24 (Local 24), who, according to the Employer, acted as the joint representative of the overall unit prior to the Employer's parent, Pepco Services, Inc. (Pepco), purchasing the assets of Met Electrical on December 10, 1998. In addition, the Employer argues that the Cranberry unit is inappropriate in view of the strong community of interest which exists among the field employees in the overall unit. There are approximately 5 field employees employed in the Cranberry unit and approximately 19 field employees employed in the overall unit.[6]

The Employer is a high voltage electrical equipment testing contractor that maintains its headquarters office in Baltimore and branch offices in Cranberry and Virginia Beach. Approximately 95 percent of the work performed by the field employees occurs on the premises of the Employer's customers located throughout the middle Atlantic States.[7] The field employees in these three locations basically possess the same skills and perform the same tasks, but their work, as set forth more fully here, is limited to a substantial degree to projects which are bid within the geographical area assigned to each office.

As previously indicated, the Employer is a recent asset purchaser of Met Electrical. The Employer is under the overall supervision of Robert Alyward, its president and chief operating officer. Prior to the asset purchase, Alyward, since October 1997, was employed by Met Electrical as its vice president and general manager. The record affirmatively establishes, and the Employer emphasizes, that the Employer's methods of operation are substantially similar to, if not identical with, the methods of operation utilized by its predecessor.

Collective-Bargaining History

Met Electrical commenced operations in the 1960s with Baltimore as its sole facility. Subsequently, Met Electrical opened offices in Cranberry and Virginia Beach. At some point in the 1970s or early 1980s, Local 24 was voluntarily recognized by Met Electrical as the collective-bargaining representative of the field employees.[8] Subsequently, in 1987, Met Electrical recognized a consortium of IBEW Locals: Local 24, Local 5 in Pittsburgh, and Local 712 in Beaver County, Pennsylvania.[9] Thereupon, two successive collective-bargaining agreements were entered into between Met Electrical and the three IBEW Locals wherein the three Locals are alleged by the Employer to have acted as joint representatives for the field employees on an employer-wide basis.[10] Following the expiration of the 1990–1993 collective-bargaining agreement, Local 712, for reasons not set forth in the record, ceased to be a party to the contract. The 1993–1996 and the 1996–1999 collective-bargaining agreements were entered into between Met Electrical and the Petitioner and Local 24. The successive collective-bargaining agreements do not specifically describe the unit recognized but merely state, at article 5, section 5.4, that "the Employer hereby agrees to recognize the signatory local unions of the International Brotherhood of Electrical Workers as the sole and exclusive bargaining agent for all their employees performing work within the jurisdiction of the IBEW."

While most of the terms and conditions of employment for the field employees when employed by Met Electrical were governed by the two most recent collective-bargaining agreements jointly negotiated by the Petitioner and Local 24 with Met Electrical, there were some differences between the terms applicable to the Cranberry field employees and the terms applicable to the Baltimore-Virginia Beach field employees. For instance, separate benefit funds existed for the Cranberry employees, and the Met Electrical contribution rate was different with respect to these funds than its contribution rate to the funds covering the Baltimore-Virginia Beach employees. In

[4] These classifications of employees are collectively referred to as field employees.

[5] The Cranberry facility is also referred to in the record as the Pittsburgh facility. Cranberry Township is located approximately 25 miles to the north of Pittsburgh.

[6] Three field employees are employed at Virginia Beach and approximately eleven field employees are employed at Baltimore.

[7] Customers include commercial, industrial, institutional, and governmental entities who have high voltage electrical equipment located on their premises.

[8] The record does not disclose whether the Cranberry and/or Virginia Beach offices were in operation at the time of recognition. Local 24's geographical jurisdiction apparently encompasses both the Baltimore and Virginia Beach areas.

[9] Beaver County is located adjacent to Allegheny County (Pittsburgh) to the northwest. The Petitioner's (Local 5) geographical jurisdiction does not extend to Beaver County, but does include Butler County, where the Cranberry office is located. Butler County is located adjacent to Allegheny County to the north.

[10] The contract periods were from 1987 to 1990 and 1990 to 1993. Alyward testified that it is his understanding that Local 5 and Local 712 were recognized by Met Electrical "as the bargaining agents" for the field employees at Cranberry. The record does not disclose any additional information concerning the development of this multi-union bargaining relationship with Met Electrical.

addition, the dues deducted from the Cranberry employees' pay pursuant to the contracts' union-security and checkoff provisions were forwarded by Met Electrical to the Petitioner, while dues deducted for the Baltimore-Virginia Beach field employees were forwarded to Local 24.[11] Administratively, from the Locals' internal standpoint, the Petitioner would represent the Cranberry employees with respect to work problems and issues arising among this group, while Local 24 would do the same for the field employees employed at Baltimore and Virginia Beach. Further, the contract provisions required that if Met Electrical determined that layoffs were necessary, layoffs would be by seniority at each office location.

The Employer's Purchase of Met Electrical's Assets

Several days prior to the effective date of the asset purchase, the Employer, by letter dated December 8, 1998, notified the field employees and the two IBEW Locals, advising that it intended to set initial terms and conditions of employment, and that if a majority of the field employees accepted job offers under such terms and conditions, the Employer would recognize the Petitioner and Local 24 as the joint representatives of the overall unit. The Employer advised the employees and the Locals that it would not adopt the Met Electrical 1996–1999 collective-bargaining agreement, but rather desired to negotiate a new collective-bargaining agreement.[12] Apparently, all field employees accepted the Employer's offer and all of the overall unit employees were subsequently hired. Although the Employer did not adopt the 1996–1999 contract, it kept in place the economic and most noneconomic terms and conditions set forth therein.

The Petitioner's and Local 24's Representational Intent

Notwithstanding that the Employer hired all of the overall unit, the Petitioner and Local 24 never made a formal demand for recognition as joint representatives in the overall unit. On February 10, 1999, the Petitioner filed the instant petition. On February 12, a meeting was conducted between the Employer and the Petitioner and Local 24. According to Lee Hintemeyer, a business representative for the Petitioner who attended the meeting, Local 24 President Jim Jarvis told him a short time prior to the date of the meeting that Local 24 "was going to sit down and meet, eyeball to eyeball, with the new owner to get a feel of how negotiations would go from there."[13] According to Hintemeyer, Jarvis told him that it was not necessary for any representative of the Petitioner to attend the meeting. Hintemeyer advised Jarvis that the Petitioner would be filing a petition seeking to represent the Cranberry unit and that he would attend the meeting to so advise the Employer. Hintemeyer attended the meeting and the Employer acknowledges that Hintemeyer advised the Employer that the instant petition had been filed. Thereafter, a general discussion took place among the parties with respect to such matters as the Employer's business plans, and its marketing and sales strategies. At the close of the meeting, the Employer presented to Hintemeyer and Jarvis a proposed collective-bargaining agreement for the overall unit. Both Hintemeyer and Jarvis advised the Employer that they would "look at it."[14] Three additional meetings have been scheduled.[15]

At the hearing in this matter, although Local 24 did not seek to participate as an Intervenor, Jarvis did enter an appearance on behalf of Local 24. At this time, Jarvis stated on the record that Local 24 had "no objection" to the Petitioner seeking to represent the Cranberry employees in a separate unit wherein the Petitioner would be the sole representative of the Cranberry employees, that Local 24 did not wish to participate in any election which may be directed for the Cranberry unit, that Local 24 waives any representational interest in the Cranberry employees if the petitioned-for unit is found appropriate, and that Local 24 has no objection to the Petitioner being certified as the exclusive collective-bargaining representative for the unit. Similarly, the Petitioner stated on the record that if the petitioned-for unit is found appropriate, it would disclaim any interest in representing the Baltimore and Virginia Beach employees.[16]

The Employer's Operation

As previously indicated, the Employer's method of operation is essentially the same as Met Electrical's method of operation in terms of the work and work location of field employees and their terms and conditions of employment. Accordingly, in analyzing the issues presented here, the community-of-interest argument advanced by the Employer in support of its unit position is based in large part on the manner in which Met Electri-

[11] On June 17, 1998, a field employee employed at Baltimore filed a union-security deauthorization (UD) petition in Region 5 of the Board in Case 5–UD–121. Pursuant to an election agreement signed on behalf of the Petitioner and Local 24, a UD mail-ballot election was conducted. The unit described in the election agreement was a unit of field employees employed at Met Electrical's three offices. A majority of employees in the overall unit voted that the authority for the union-security provision set forth in the 1996–1999 contract should be rescinded.

[12] The Employer, in this communication, stated that it would not adopt the language of art. 5, sec. 5.4. This provision of the Met Electrical contract, as set forth above, contains language which could be interpreted as recognitional language for an overall unit.

[13] No representative of Local 24 testified at the hearing.

[14] The proposed contract describes the bargaining unit as a unit of all field employees employed at Cranberry, Baltimore, and Virginia Beach.

[15] The record does not disclose the purpose of the scheduled meetings. There is no contention by the Employer that the Petitioner is estopped from seeking to represent the Cranberry employees on a separate basis because the Petitioner and Local 24 "accepted" recognition in the overall unit by their conduct in attending the February 12 meeting.

[16] Both the Petitioner and Local 24 expressly stated, however, that their respective disclaimers were conditioned upon the ultimate determination by the Board or the courts that the Cranberry unit is appropriate, and that if it was ultimately determined that the historical overall unit was the only appropriate unit, both continued to desire to represent the overall unit as joint representatives.

The Employer contends that it is a "successor" employer within the meaning of the United States Supreme Court decision in *NLRB v. Burns Security Services*, 406 U.S. 272 (1972), and that as a *Burns* successor, it was obligated to extend recognition to Local 5 and Local 24 as the joint representatives of the overall unit. The Employer's position that it is a *Burns* successor is based on the premise that there exists the requisite continuity in operations between its operations and those of the predecessor, that all of its workforce is comprised of the predecessor's employees, and that the predecessor's overall bargaining unit is the sole appropriate unit for collective-bargaining purposes. Although the term "successor employer" is utilized throughout this decision in describing the Employer's operations and the continued appropriateness of the overall unit in light of the Petitioner's desire to represent the Cranberry employees as a separate unit, the use of the term "successor employer" is not meant to connote that the Employer is a *Burns* successor within the strict meaning of that term in view of the fact that the continued appropriateness of the overall unit is the issue to be resolved here.

cal's business was conducted and the Employer's anticipation that such operational methods will remain the same.[17]

The Employer's management hierarchy is located in Baltimore. In addition, the field employees at Baltimore and each of the other two offices are under the supervision of a branch manager and, with respect to Baltimore and Cranberry, one or two project managers who are responsible for coordinating the work done at specific projects.[18]

Each office is assigned a geographical area, and customers within that area are generally serviced by field employees working out of that office. Customers are typically hospitals, large commercial office buildings, sensitive governmental locations, or any other entity that would be heavily computer dependent such as data centers and telephone answering centers. Generally, customers of larger jobs require that the Employer supply evidence that the field employees possess the necessary credentials and that the Employer has adequate staff to perform the work expeditiously. Sales personnel assigned to each office bid for the work.

As noted, approximately 95 percent of the work performed by the field employees is done at customer locations. Most jobs are of fairly short duration, several hours to a day or 2 in length. Larger projects may last for a period of several months but, generally, are not worked on continuously for more than several weeks at a time.

All field employees are subject to the same operating policies and procedures, work rules, and personnel policies. These policies are administered, generally, on a local office basis. The Employer maintains a centralized payroll system, an Employer-wide computer network, a centralized accounting function, and a centralized process for the production of customer reports. Because the field employees were subject to the terms of a common collective-bargaining agreement when they were employed by Met Electrical, the wage scale, fringe benefits, and many other terms of employment are identical for all field employees.[19]

Local management is responsible for scheduling field employees for work, approving requests for time off, handling or adjusting employee complaints that can be resolved at the local level, interviewing and recommending to higher management the hire of prospective employees, counseling employees for unsatisfactory work performance, recommending to higher management the imposition of employee discipline, preparing annual employee evaluations, and generally overseeing that the quality of work performed by the field employees meets the Employer's and customers' preestablished standards.

There are occasions when the Employer utilizes field employees from other offices to work on projects located within the contracting office's jurisdiction. Such "side-by-side" employment occurs when a large job involving an extensive amount of customer equipment needs to be done in a short period of time, when a job requires employees with specialized skills, or when an office is understaffed due to employee absences. In these circumstances, the branch manager of the office which needs assistance will coordinate the staffing of the job with the other branch managers and Alyward. According to Alyward, such "side-by-side" employment "does not occur with a high degree of frequency."[20] It appears, generally, that there is more extensive job interaction between field employees working at Baltimore and Virginia Beach than between Cranberry and either of the other offices.[21]

Analysis

Section 9(b) of the Act provides that "[t]he Board shall decide in each case whether, in order to assure to employees the fullest freedom in exercising the rights guaranteed by this Act, the unit appropriate for the purposes of collective bargaining shall be the employer unit, craft unit, plant unit or subdivision thereof." Determining whether a unit is appropriate for bargaining requires the Board to balance the competing interests of "insuring to employees their rights to self-organization and freedom of choice in collective bargaining and of fostering industrial peace and stability through collective bargaining." *Kalamazoo Paper Box Corp.*, 136 NLRB 134, 137 (1962).

The cornerstone of the Board's policies on appropriateness of bargaining units is the community-of-interest doctrine which operates to group together only employees who have substantial mutual interests in wages, hours, and other conditions of employment. "Such a mutuality of interest serves to assure the coherence among employees necessary for efficient collective bargaining and at the same time to prevent a functionally distinct minority group of employees from being submerged in an overly large unit." *Allied Chemical & Alkali Workers v. Pittsburgh Plate Glass Co.*, 404 U.S. 157, 172–173 (1971).

The instant case presents the task of balancing the employees' Section 7 rights of self-organization and freedom of choice against the interest of stability in labor relations, by requiring me to decide whether to give controlling weight to the fairly long history of collective bargaining between the predecessor Employer (Met Electrical) and the Petitioner and Local 24 in a multilocation, multiunion bargaining arrangement in the face of a timely filed single location unit petition filed by one of the joint representatives. For the reasons set forth below, I find that the balance based upon the facts presented in this case should be struck in favor of the employees' Section 7 rights.

Often the Board is faced with the issue of whether established bargaining units remain appropriate when successor employers commence operations. Generally, the Board has

[17] Employer President Alyward was the sole witness called by the Employer and it is his testimony and his first hand knowledge of Met Electrical's operational methods on which the Employer relies.

[18] Two project managers, in addition to the branch manager, are employed at Baltimore, and a branch manager and a project manager are employed at Cranberry. Only a branch manager is employed at Virginia Beach.

[19] As noted, Cranberry employees participate in different benefit funds than the Baltimore-Virginia Beach field employees.

[20] For example, the Employer has contracted for a job referred to in the record as the "U.S. Steel Towers" job to be performed by the Cranberry office. According to Alyward, the job is a large project involving "fifty-six substations and six maintenance cycles" requiring a staff of ten field employees for an approximately 3-week period. Because the Cranberry office is presently short staffed by one employee, six field employees from Baltimore and/or Virginia Beach will be used on this project.

[21] The Employer notes that during the 1996–1998 period, there were approximately 15 large jobs each year within the Cranberry office's geographical area that required the assistance of field employees from other offices. The Employer further notes that during this period, approximately 30 percent of its Cranberry office billings involved jobs where there was "side-by-side" employment. The record does not reveal, however, the percentage of the total work hours for these projects which can be attributed to non-Cranberry office field employees. Indeed, the record does show that during the aforementioned 3-year period, the five Cranberry office field employees spent less than 500 hours working on non-Cranberry office projects. In addition, during the past 18 years, the record reveals only four instances of field employees permanently transferring to other offices.

long given substantial weight to prior bargaining history in deciding whether established bargaining units remain appropriate. In most cases, a historical unit will be found appropriate if the predecessor employer recognized it, even if the unit would not be appropriate under Board standards if it were being organized for the first time, e.g., *Trident Seafoods, Inc.*, 318 NLRB 738 (1995), enfd. in part 101 F.3d 1111 (D.C. Cir. 1996); and *Indianapolis Mack Sales & Service*, 288 NLRB 1123, 1126 (1988). In this regard, the Board stated in *Trident Foods*, supra:

> Regarding the appropriateness of historical units, the Board's longstanding policy is that "a mere change in ownership should not uproot bargaining units that have enjoyed a history of collective bargaining unless the units no longer conform reasonably well to other standards of appropriateness." *Indianapolis Mack Sales*, 288 NLRB 1123 fn. 5 (1988) [citing *Crown Zellerbach Corp*., 246 NLRB 202, 203 (1979)]. The party challenging a historical unit bears the burden of showing that the unit is no longer appropriate. Id. The evidentiary burden is a heavy one. See, e.g., *Children's Hospital*, 312 NLRB 920, 929 (1993) ("compelling circumstances are required to overcome the significance of bargaining history"); *P. J. Dick Contracting*, 290 NLRB 150, 151 (1988) ("units with extensive bargaining history remain intact unless repugnant to Board policy").

The question of whether the historical unit remains appropriate in the successorship context usually arises when a *successor employer* contends that the historical unit is no longer appropriate, notwithstanding that the incumbent labor organization, or another labor organization, seeks to represent the employees on such a basis. See, e.g., *Trident Seafoods, Inc*., supra, and *Indianapolis Mack Sales & Service*, supra. There is no requirement, however, that a voluntary implementation of a joint or multiunion bargaining arrangement for a multilocation unit perforce makes such a relationship permanent or precludes, contrary to the urgings of a successor employer, either of the joint representatives from timely withdrawing therefrom and seeking to represent part of the historical multiplant unit on a single plant basis. The statutory presumptive appropriateness of single plant units is not overcome solely by the existence of prior, voluntary, multiplant, multirepresentative bargaining, and if compelling circumstances exist for disregarding a bargaining history in the multiplant unit, a petition for a single plant unit will be found to be appropriate. *Crown Zellerbach Corp.*, 246 NLRB 202, 204 (1979).[22]

In the instant case, compelling reasons do exist for disregarding bargaining history in the multilocation unit. In this regard, I find it significant that neither the Petitioner nor Local 24 seeks to continue to represent the historical multiplant unit. In this regard, the joint representatives have not requested recognition in this unit. Indeed, Local 24 has unequivocally stated that it has no objection to the Petitioner seeking to represent the Cranberry employees in a single unit. Local 24 has further stated unequivocally that it consents to the Petitioner being certified as the sole bargaining representative for such a unit and that it waives its representational status for these employees if it is ultimately determined that a unit limited to Cranberry is appropriate. Similarly, the Petitioner has unequivocally waived its representational status for the Baltimore and Virginia Beach employees.

In addition, the record does not establish, contrary to the contention of the Employer, that the Cranberry employees possess a community of interest so interwoven with the Baltimore and Virginia Beach employees as to dictate that they must be combined to constitute an appropriate unit. Cranberry is located approximately 300 miles from Baltimore and approximately 500 miles from Virginia Beach. The multirepresentative-bargaining arrangement which developed with Met Electrical appears somewhat erratic based on the fact that Local 712 located in Beaver, Pennsylvania, appears to have acted as a joint representative of the overall unit for approximately 6 years, from 1987 to 1993, notwithstanding that Met Electrical never had an office in Beaver County.[23] Each of the Employer's three offices is under the supervision of a branch manager and other project managers who exercise a significant degree of control over the labor relations policies on a day-to-day basis affecting the employees working there. Thus, interviewing and hiring recommendations, scheduling hours of work, counseling employees and recommending discipline, overseeing the quality of work, approving requests for time off, preparing employee evaluations, and other matters are done on the local level. Further, the degree of job interaction between Cranberry and Baltimore-Virginia Beach field employees is not of such a frequent or substantial nature as to compel a finding that the overall unit is the sole unit appropriate for collective bargaining purposes or that the Cranberry employees do not constitute a homogenous, identifiable grouping of employees entitled to representation on a separate basis.[24] Furthermore, the petition in this case was supported by an adequate showing

[22] *Crown Zellerbach* involved the Board's disregard of bargaining history on a multiplant basis in a non-successorship situation.

In support of its position, the Employer, in its posthearing brief, relies on the Board decision in *Arrow Uniform Rental*, 300 NLRB 246 (1990), for the proposition that where the parties have bargained on a multiplant basis, the bargaining history becomes controlling and precludes a severing of employees at any given location from the overall multiplant unit. However, *Arrow Uniform* involved the issue of whether a decertification election could be directed at a single plant of a historic multiplant unit. Since the decertification petition seeking a single location bargaining unit was not coextensive with the existing multilocation unit, the petition, in accordance with long-established Board policies, was dismissed. Accordingly, the Employer's reliance on *Arrow Uniform* and similar cases is misplaced.

[23] The record is not clear as to the reasons Local 712 acted as a joint representative other than for the fact that unit employees were working in Local 712's territorial jurisdiction at that time. The record does reveal that when unit employees work outside the territorial jurisdiction of either the Petitioner or Local 24, these employees pay dues to the IBEW local in whose jurisdiction they are then working. In addition, the record is not entirely clear, notwithstanding the overall unit description contained in the election agreement in Case 5–UD–121and the somewhat ambiguous recognitional language set forth in the collective-bargaining agreements, whether the Petitioner and Local 24 represented the field employees in an overall unit as joint representatives or whether the Locals merely jointly negotiated a single contract for separate bargaining units. As detailed previously, there is some suggestion that Met Electrical and the Locals viewed the Cranberry field employees to be a separate employee grouping from the Baltimore-Virginia Beach field employees as evidenced by the dues remittance procedure, separate benefit funds, separate seniority systems for layoffs, and by the fact that the Petitioner and not Local 24 would "speak" on behalf of the Cranberry employees with Met Electrical whenever matters affecting the Cranberry employees needed to be discussed and resolved.

[24] The fact that field employees are at times temporarily transferred to other office areas for short periods of time, is, in my opinion, an incidental part of their work duties which are primarily performed within the geographical area of the office where they are employed.

of interest, a consideration which tends to show that the Cranberry field employees do not desire to be included in a bargaining unit with the field employees employed at other offices.

Based on the above and in light of the particular facts of the instant case, it is clear that the Cranberry employees should have the opportunity to select their own bargaining representative in a separate election. See *Crown Zellerbach Corp.*, supra.[25] Accordingly, I find that the following employees of the Employer constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

> All senior field engineers, field engineers, test technicians and test assistants employed by the Employer at its Cranberry, Pennsylvania, facility; excluding senior field engineers, field engineers, test technicians and test assistants employed at the Employer's Baltimore, Maryland, and Virginia Beach, Virginia, facilities, office clerical employees and guards, professional employees and supervisors as defined in the Act.

[25] Accordingly, the Employer's motion to dismiss the instant petition is denied.